

## Terms and Conditions

While this is the legal bit of your **contract**, we have tried to write it in a way that is clear and easy to understand. Please read these Terms and Conditions carefully as this is the basis of your agreement with us. If there is anything you are not sure about in your **contract**, please get in touch with our Customer Success Team. We would love to hear from you.

Your **contract** is bound by the laws of the country in which your **home** is located - England, Wales, or Scotland.

Your Orbit Energy Boiler Care is provided by Hometree. This contract forms a maintenance service agreement between you and Hometree (Hometree Market Place Limited). Hometree are a company registered in England and Wales (company number 09808066. VAT: 228718977) at 25 Horsell Road, Highbury East, London, England N5 1XL.

## Definitions

Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document in **bold**, look at this list for the specific meaning.

<b>annual service</b>	a check-up and service of your gas boiler and other <b>systems</b> each year to make sure they are safe, efficient and working properly in line with the relevant laws and regulations, which includes certain repairs and replacements, as described in more detail in the main terms and conditions.
<b>approved list</b>	a list of the boilers or parts that we can <b>repair</b> or <b>replace</b> . If you have an older boiler, there is a chance that we may not be able to get hold of all the parts we need.
<b>authorised contact</b>	any person who you've agreed can act on your behalf to make arrangements under your <b>contract</b> .
<b>boiler and controls</b>	a single natural gas boiler in your home that's designed for domestic use and has a heat output capacity of up to 70kW. This includes the flue and the controls that make it work, including the programmer, any thermostats, motorised zone valves and central heating pumps.
<b>care packages</b>	the various packages Orbit and Hometree offers, like Orbit Energy Boiler Care.
<b>central heating</b>	the heat and hot water system in your <b>home</b> – this includes your radiators, expansion tank, bypass and valves, system filters, cylinders (tanks that store hot water), any immersion heater and its wired-in timer switch, and the pipes that connect them.
<b>contract</b>	all the bits and pieces that together form the basis for us working together. This includes your agreement to take out <b>care packages</b> with us, as shown on the your contract page on our website.
<b>contract period</b>	the total length of the <b>contract</b> from the day your <b>contract</b> starts until your <b>contract</b> ends, as shown on your <b>welcome letter</b> .
<b>call out fee</b>	the amount you've chosen to pay towards completed <b>repairs</b> or <b>replacements</b> . You will only pay this once for each fault within the <b>contract period</b> . Our engineers will use their expert judgement to assess whether it is the same fault.
<b>existing faults</b>	any problems with the boiler that our experts judge to have happened before the start of your <b>contract</b> .

<b>flue</b>	the pipe used to remove waste gases produced by the boiler-
<b>gas supply pipe</b>	the pipe that connects your gas meter to your gas boiler and other gas appliances you have in your <b>home</b> .
<b>home electrics</b>	electrical wiring, fuse boards and electrical fittings inside and outside your property.
<b>Hometree Powerflush</b>	a process designed to remove <b>sludge</b> and other debris from your <b>central heating</b> .
<b>home</b>	a building designed for <b>residential use</b> that you live in including any attached garage or conservatory.
<b>repairs</b>	fixing your <b>system</b> following a non-cosmetic fault or breakdown, which stops your <b>system</b> from working properly, or makes it unsafe.
<b>residential use</b>	A building where fewer than half of the rooms are used for any type of commercial purposes. We can only maintain it if the total output of all boilers combined is less than 70kW
<b>replace / replacement</b>	changing your boiler, appliances or parts with a Hometree approved standard alternative. We'll give you parts with similar functionality but not necessarily an identical make and model or type of fitting.
<b>plumbing and drains</b>	the system of pipes, tanks and fittings for the water supply and sanitation in a building.
<b>sludge</b>	the natural build-up of deposits in your boiler or <b>central heating</b> system as it corrodes over time.
<b>welcome letter</b>	the document that shows the energy and <b>care packages</b> you have with us, the <b>contract period</b> and how much you're paying.
<b>stopcock</b>	a valve for turning off and on the cold water system in your home. also known as stop tap or stop valve.
<b>system</b>	a particular area of the home that we have agreed to protect. Depending on your <b>care package</b> , these are the <b>boiler and controls, central heating, plumbing and drains</b> and <b>home electrics</b> .
<b>welcome service</b>	an initial check of your <b>boiler and controls</b> to check that it is working properly and installed properly. We also conduct an <b>annual service</b> at the same time if the <b>system</b> passes the welcome service.

## Our Care Packages

### Orbit Energy Boiler Care in partnership with Hometree

#### What is included

- a **welcome service** and/or **annual service**; and
- adding an inhibitor if we have drained your system down. An inhibitor is a liquid which helps to slow down any internal corrosion of your central heating system.

The annual service includes the following **repairs** and **replacements** (if required), which will be carried out by our engineer at the time of the **annual service**, or at a follow up appointment after the service where the problem was identified:

#### Boiler

##### Repairs to:

- a single natural gas boiler in your **home** that is designed for residential use and has a heat output of up to 70kW.

#### Flue

**Repairs** to the **flue** including the flue terminal, up to three metres in length.

We will arrange a **replacement** of the existing **flue**, including the flue terminal up to three metres in length if we can't **repair** it.

#### Controls

**Repairs** to the controls that make the boiler work, including the programmer, any thermostats, motorised zone valves and central heating pump.

We will arrange **replacement** controls if our heating experts or engineers advise that we can't **repair** them.

#### Gas Supply Pipe

**Repairs** to the **gas supply pipe**.

We will arrange a **replacement gas supply pipe** if our heating experts or engineers advise that we can't **repair** them.

#### What is not included - there are some things that we unfortunately cannot protect

##### Sludged up Boiler and Central Heating system

We won't be able to repair damage caused by limescale, **sludge** or other debris if our heating experts or engineers have advised you that you need to carry out repairs or a **Hometree Powerflush**.

##### Wider Central Heating

Repairing or replacing your **central heating** system. This is included in our separate Your Heating **care package**.

##### Wifi or hub issues

Repairing or replacing any network hub, smart speaker, voice-controlled equipment or any WiFi-related issues. The best people to help you with this are your network providers, who will have in depth knowledge in this area.

##### Swimming Pools, Heat Pumps and Underfloor/ Outdoor Heating

- Any part of your **boiler and controls** which directly supplies a swimming pool.
- Repairing or replacing air or ground source heat pumps.
- Repairing or replacing any systems or controls designed for underfloor or outdoor heating.

#### **Please note:**

**For the avoidance of doubt, this is a maintenance contract (rather than an insurance contract)**

## 1. When your contract begins

### Start of the contract

Once you have completed signup, we'll send you an email confirming when your energy **contract** starts. Your **care package** starts on the same day.

## 2. Paying for your care packages

### Payments

Once your 6 months free period is finished, you will pay for your **contract** as part of your Orbit Energy bill.

### Prices and price changes

Your **statement** shows the price of your **contract** for the 12 month period of the **contract**. That price won't go up or down over the **contract period**, unless:

- there is a 'free' period at the start of the contract; or
- you change your **contract** or packages; or
- the Government changes the relevant tax rate.

We will let you know if there are any changes to the price of your **contract**.

### If you miss any payments

Before we book your **repair** we will need you to pay for any unpaid payments and we may not visit the **home** before these are paid.

## 3. Keeping us up to date

### Moving home

Please tell us your new address as soon as possible after you move **home** because the contract you have with us is based on your current **home**. Depending on the circumstances, we may start a new **contract**; transfer your current **contract** to your new address; or we may need to cancel your current **contract**.

### Changes to your home or boiler

It's your responsibility to let us know if there are any changes to your contact details including telephone number, address or email. If you change your boiler during your **contract period**, please tell us so that we can check whether your new boiler is on our **approved list** or not. Your package will continue as normal until you inform us. If we can't service or repair your new boiler or appliance, we might need to cancel or change your package. It is your responsibility to check that you still need the same level of care. (This may not be the case if your new boiler has a manufacturer's **warranty**).

## 4. Safety and security

### Getting into your home

To ensure the comfort and safety of our customers, our engineers will only work on your **home** if there's someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf.

It's your responsibility to arrange for us to access your **home**. If we can't access your **home**, you will need to rearrange the appointment. If you don't arrange a new appointment, your **contract** will still continue. After three failed attempts to get into your **home**, we may cancel your **contract**, but we'll make sure we let you know beforehand.

### Safety risks in your home

We won't start or continue doing any work in your **home** if we believe there's a health and safety hazard. We will only return to finish the work if that risk is gone. Asbestos needs to be removed before we can **repair** your boiler, **central heating** or **gas supply pipe**. You will also need to arrange and pay for someone else to remove the asbestos and give us a Certificate of Reoccupation, which proves that all asbestos has been removed in line with legislation and it is safe to return to the **home**. Only after this can we start working again.

### Under warranty from a third party

If your boiler, appliance or system is covered by a third-party **warranty**, it's your responsibility to make sure that any work we do doesn't affect that **warranty**. We will not be liable if any work we conduct on your boiler or system does not comply with the manufacturer's **warranty**.

### Authorised contacts

If you want to appoint an **authorised contact**, please let us know who they are so that we can note it on your **contract**, and we can communicate with that authorised person when required.

### Manufacturer's security instructions

It's your responsibility to follow manufacturer's security instructions related to internet or mobile connected devices which are used to communicate with boilers, appliances or systems maintained under this **contract**.

### Getting access and making good

We will **repair** damage we cause by replacing items such as cupboards or filling in any holes up to £1,000 including VAT. We won't replace or restore the original surface, e.g. tiles, floor coverings, decoration, grass or plants.

## 5. Your service visits

### Welcome service

Your care package includes a **welcome service** which is usually carried out within the first 28 days of you taking out the care package or changing address. At the **welcome service** our engineer will check that your boiler is on our **approved list** and was installed according to manufacturer's instructions. We will also check that the boiler or **systems** are working and don't have any **existing faults**.

If we confirm that your **system** does not have any **existing faults** we will then carry out an **annual service**.

If we find your existing **boiler and controls** is not on the **approved list** or it has an **existing fault**, depending on the circumstances, we'll either:

- cancel your **contract** or **care packages** (with no cancellation charge) or
- tell you what needs to be done to fix it – and give you a quote for the cost of the **repair**. Once we or someone else has fixed it then we can then maintain it for you.

There are cases where we will not need to carry out a welcome service:

- If we've already carried out a **welcome service** or an **annual service** at your address in the last twelve months, even if you have just moved in.
- If we've installed a new boiler for you, we don't need to do a **welcome service**.

We can still carry out a **welcome service** if you specifically ask for one.

### Annual service

Your care package includes an **annual service**. The purpose of the **annual service** is to make sure that your boiler and other **systems** are safe, efficient and working properly.

Your **annual service** may include testing the gas your boiler produces. If it is necessary to take your boiler apart to adjust or clean it, we'll do so. When we complete the **annual service**, our engineer will give you, or we will send you a checklist that shows you exactly what we've looked at as part of the **annual service**.

We'll attempt to contact you or your **authorised contact** to arrange your **annual service**. After the third failed attempt to contact you or your **authorised contact**, it is up to you to rearrange your annual service and you will not be refunded for the cost of the missed **annual service**. You can still contact us at any time within the period of your **contract** to rearrange your **annual service**.

Your **annual service** may be more than 12 months after your last service visit.

We will carry out an annual service at the same time as a **welcome service**, if we do one.

If we haven't already completed an annual service you can request it at a time that suits you, however in periods of local or national high demand for our services (usually due to cold weather), we will prioritise breakdowns and therefore we may need to rearrange your **annual service**.

If we find a problem or fault that needs to be fixed, we'll tell you about it. We will also carry out any repairs and replacements which are included in the **care package** you have selected (see the individual **care packages**), at the time or at an appointment shortly after the initial visit.

We will also provide ongoing support to ensure that the boiler and other **systems** that we checked at the annual service continue to function correctly. We will offer you hints and tips on our website and also you can contact us during your **contract period** if you have any problems. If required we will arrange for an engineer visit to **repair** any issues.

If your care package has a **call out fee**, we will have to pre-authorise payment before we make any **repairs**.

### Grace period before you can request an annual service

If you need a welcome service, you will not be able to request an **annual service** until we have carried out the **welcome service** and therefore we also won't be able to carry out any **repairs** or **replacements** that are included until the annual service. If you don't need one then we can carry out an **annual service** any day after your start date.

### Reasonable time to visit or make repairs

We'll carry out any **repairs** or visits within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and arrange another time when we can visit.

### Our engineers

We'll send a Hometree approved Gas Safe engineer to carry out the work for your gas heating and appliances. We'll send an approved plumber or electrician where you buy these additional products. Our engineers have experience and knowledge so that they can talk you through any problems and how they will fix it.

### Cash payments

We won't offer you cash instead of carrying out a **welcome service**, an **annual service**, **repairs** or **replacements**.

## 6. Repairs and replacements

### Our guarantee for our work

As part of your maintenance contract we will complete any repairs or replacements of any parts that we checked during your **annual service** for the duration of the **contract**. If you call us out to a repair and we have not completed your **annual service** we will need to complete an **annual service** before completing any repairs.

**Please note that this is a maintenance contract (rather than an insurance contract) and so any repairs or replacements required outside of the annual service may be subject to a separate charge if they are not related to the work that we carried out as part of the annual service.**

If we have supplied any faulty parts, we will **repair** or **replace** any parts we've supplied within 12 months from the date that we carried out the work. This doesn't affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice, or Trading Standards.

### Call out fee for repairs outside the annual service

Your **statement** shows the **call out fee** that you've agreed to pay, when you report a fault to us. You won't need to pay a **call out fee** if we find a fault during your **annual service**.

The call out fee is a payment towards a **repair** you request. If you call us out again for the same fault within the contract period, you won't have to pay an additional call out fee. Our engineers will use their expert judgement to assess whether it is the same fault.

When we book your **repair**, we'll ask to pre-authorise your debit or credit card for any **call out fee** to the **repair**. We won't put the charges through until after we complete the **repair**.

If we have reason to believe that the people living in your **home** are at risk as a result of a health and safety hazard, we'll send an engineer out even if we haven't been able to pre-authorise a debit or credit card.

Instead, we will invoice you for the **call out fee** and any other applicable charges if the repair or replacement was outside your **annual service** after we've completed the work.

### Safety advice

From time to time, we may tell you that your boiler, appliance or system needs **repairs** or improvements, to keep it working safely, but are not included under your **contract**, for example, if your ventilation doesn't meet current Gas Safe regulations. If you decide not to follow this advice, we will not be able to complete any further **repairs** to your boiler or system, and your **contract** will keep running until you or we change or cancel it.

When this happens, you will still be liable for the agreed payments under the **contract** until it is cancelled.

### Spare parts

We'll provide **replacements** with similar functionality to the replaced parts, but these might not have the exact same features. If you decide to give us a **replacement** part that you've bought yourself, we will install it as long as the **replacement** part is on our approval list.

We'll try to get parts from the original manufacturer or our approved suppliers but if we cannot source the parts, we need we might cancel your **contract**.

If you have an older boiler there is a chance that we may not be able to get hold of all the parts we need to fix your **boiler** or **central heating**. If we've agreed to maintain a boiler or **system** but warned you that it might be difficult to find spare parts, we'll do what we can, within reason, to **repair** it. If you are able to find a manufacturer approved part, we will be happy to fit it and reimburse you if you give us a receipt.

### The Hometree Powerflush

Over time, gas **central heating** systems build up **sludge** that can block or narrow your pipes, radiators and boiler parts. The **Hometree Power Flush** is our way of removing that **sludge** from your system. We'll tell you if your system needs a power flush to work properly. Please note that this will cost extra as this is not included in your **care package**.

Following the purchase of your first **Hometree Powerflush**, any subsequent required powerflush will be complementary so long as you keep continuous **care packages** with us.

If someone else carries out a powerflush for you, we will need to see the receipt before we are able to carry out any more **repairs** or **replacement** work for damage caused by **sludge**.

### Recovering losses caused by third parties

If you request a repair, replacement or service under your **contract** or **care package** you will give us all the help necessary to recover any losses owed to us from third parties, following any **repair** or **replacement** that we carry out. We may ask you to give us help to recover losses before or after we carry out any **repair** or **replacement**.

## 7. General things that aren't included

These conditions exist to make sure we provide you with the best service Hometree can, using our expertise. We also put you first and will always take actions to lower costs for our care packages wherever possible.

There are certain times where the nature of the **fault** or the **repair** or **replacement** required or the circumstances that caused the fault will mean that they are not included in any of our care packages.

### Existing faults

**Repairs** of any faults that existed before you took out the **care package** are not included. Our engineers will use their expert judgement to decide when the damage happened and tell you what needs to be done to fix it, including giving you a quote for the cost of the repair. Once we or someone else has fixed it then we can then maintain it for you.

### Intentional damage

We will not **repair** or **replace** any parts that have been deliberately damaged or misused. Our engineers will use their expert judgement to decide how the damage happened.

#### Damage caused by others

We are unlikely to **repair** any faults or design faults that are caused by anyone apart from us. Our engineers will use their expert judgement to decide how the damage happened and whether anyone other than us carries out any work on your boiler, appliance or system and damaged it.

#### Curved or designer radiators

We will not **replace** curved or designer radiators.

We can either:

- **replace** any curved or designer radiators with a standard radiator; or
- install a curved or designer radiator that you've bought yourself.

Where we install a designer or curved radiator purchased by you, we will only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.

By designer radiator we mean a radiator

- of particular artistic design; or
- of intricate shape; or

made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material.

#### Any other loss or damage

We're not responsible for any loss of, or damage caused as a result of, your boiler, appliance or system breaking or failing unless you can show that we caused the damage.

#### Who can benefit from this contract?

Nobody other than you can benefit from your **contract**. However, you can add authorised persons onto your account from whom we will take instructions.

#### Faults caused by utilities supplies

We won't **repair** your boiler or system if the damage has been caused by changes in, or problems with, the supply of your gas, water or electricity.

#### External water supply stopcock (also known as stop tap or stop valve)

If we can't turn off the external water supply stopcock to your **home** to complete your **repair** it's your responsibility to arrange for this to be turned off.

#### Any damage that's covered by insurance

Your care package doesn't include **repairing** or **replacing** any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.

#### Software, internet communications or radio signals

We're not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any **boiler and controls**, appliance, device or system included under this **contract**.

### Smart home connections

We're not responsible for your internet connection or the data transmission to, or from any boiler, appliance, device or control system.

### Making any improvements

Your **care package** doesn't include any improvements or upgrades. Your care package does not include:

- replacing smoke alarms that are past their recommended replacement or expiry date;
- replacing working radiators;
- swapping standard radiator valves for thermostatic ones; or

Where we've told you that an improvement is necessary, we may not continue to make **repairs** on that part of your boiler, appliance or system until the work has been carried out.

### Steel or iron pipes

We won't **repair** or **replace** steel or iron pipes from your meter to your boiler or appliance(s). The only exception to this is your **gas supply pipe**.

### Energy/central heating management systems

We won't **repair** or **replace** energy or **central heating** management systems.

## 8. Please tell us if you are not happy

At Hometree, we are dedicated to giving you the best customer experience. If we make a mistake or if you think we haven't done the right thing, please let us know so that we can put things right.

### Complaints and compensation

Please get in touch with us as soon as possible.

- Call us on 0800 038 5963
- Email us at [support@hometree.co.uk](mailto:support@hometree.co.uk)

We take any complaint seriously and we'll do our best to fix any issue as soon as possible. If we need time to investigate, we'll let you know and keep you updated. We will aim to provide a final response to any complaint within 8 weeks.

### Renewals

We'll write to you at least 42 days before your **contract** is due for renewal.

If you pay by Direct Debit, we'll keep renewing your **contract** automatically, unless you ask us to stop.

## 9. How to cancel your care packages

### How to cancel

If you want to cancel your contract, you must email [theteam@orbitenergy.co.uk](mailto:theteam@orbitenergy.co.uk)

Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your **contract** with us. If you stop your Direct Debit without telling us, we will contact you to collect the money due. If we don't hear from you and you don't pay, we'll cancel your **contract** 30 days after the date we first found out your payment failed.

### If we have not carried out any work

If we have not carried out any work for you, then you can cancel your contract immediately without paying us any fees.

#### If we have carried out work

If we've carried out work for you and then you cancel your **contract**, you'll have to pay cancellation charges as follows.

welcome/ annual service or repair	£75
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#### Introductory offers

Existing customers, or customers that have cancelled within the last year cannot take advantage of any introductory offers with us.

#### When we can cancel

We can cancel your **contract** or care package straight away if:

- You give us false information;
- Your boiler isn't on our **approved list**;
- We find an **existing fault** during your **welcome service**;
- We can't find the parts we need to **repair** your boiler, appliance or system, despite our best attempts;
- You put our people's health and safety at risk, for example, through physical or verbal abuse;
- Your **home** is unfit or unsafe to work in;
- You don't let us in to your **home** to work, despite several attempts;
- We tell you to make permanent **repairs** or improvements, but you don't; or
- You don't make your payments.

We'll try writing to you to collect the money you are due to pay. If we don't hear from you and you don't pay, we'll cancel your **contract** no less than 30 days after the date we first found out your payment had failed.

#### 10. Using your personal information

Through this **contract** we will use your personal data in accordance with our Privacy Policy, which you can find at [hometree.co.uk](http://hometree.co.uk).

#### 11. Changes to this contract

If we make changes to it that are clearly in your favour, we'll tell you once we've made them. Otherwise we'll give you 30 days' notice. If you do not agree with the changes, you can cancel without any penalty.

#### 12. Termination of this contract

We can terminate this contract on 30 days' notice or immediately on renewal, if you have purchased another care package or insurance product from us.

The termination of the contract will not affect the provision of any service which you have already paid for or our guarantee of the work done.

#### 13. Third party rights

Other than as expressly provided for in this **contract**, no other party shall have the right to enforce any term of this **contract** which that party would not have had but for the Contracts (Rights of Third Parties) Act 1999.